

NICHOLAS CULPEPPER

NO. 677720 ; SEC. 25

VERSUS

19th JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

**CHANDLER ELECTRICAL
SERVICES, LLC**

STATE OF LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come petitioner **NICHOLAS CULPEPPER**, person of the full age of majority domiciled in Parish of East Baton Rouge, State of Louisiana, who respectfully represents:

1.

The following parties are made defendants herein:

- A. **CHANDLER ELECTRICAL SERVICES, LLC**, a domestic limited liability company authorized to do and doing business in the State of Louisiana; and,
- B. **JOHN DOE**, a person whose current identity is unknown, but believed to be of the full age of majority and domiciled in the State of Louisiana.

2.

On or about August 2, 2018, plaintiff, **NICHOLAS CULPEPPER**, was employed as a general laborer with Cenikor Foundation, Inc. and was performing duties as an electrician's helper for defendant, **CHANDLER ELECTRICAL SERVICES, LLC** at Istrouma High School in Baton Rouge, Louisiana. At that time, plaintiff was told by **JOHN DOE**, an employee of defendant, to climb on top of a ten-foot ladder and connect a ceiling light to the main electrical line. **JOHN DOE** as well told plaintiff that the main electrical line was "dead," implying that no electricity was flowing through said wire. When plaintiff touched the main electrical wire, he was shocked across his chest and fell approximately ten feet to the ground, resulting in his severe, permanent and debilitating bodily injuries.

3.

Upon information and belief, and therefore alleged, defendant, **JOHN DOE**, was an employee of defendant, **CHANDLER ELECTRICAL SERVICES, LLC**, at the time of the subject accident, and was in the course and scope of his employment, thus rendering **CHANDLER ELECTRICAL SERVICES, LLC** liable for all damages and losses suffered by petitioner as a result of **JOHN DOE**'s negligence under the theory of *respondeat superior*.

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4.

Additionally, plaintiff alleges on information and belief that defendant, **CHANDLER ELECTRICAL SERVICES, LLC**, was negligent in one or more of the following:

- A) Failing to properly train its employees, including, **JOHN DOE**;
- B) Failing to conduct a job safety analysis prior to commencing work on the day of the accident;
- C) Failing to properly supervise its employees;
- D) Failing to provide adequate manpower for the purpose of conducting the operations at hand;
- E) Failing to implement proper practices and procedures in order to conduct the task at hand safely;
- F) Failing to properly inspect the main electrical line in order to make sure electricity wasn't flowing through the line at the time plaintiff went to touch it;
- G) Failing to warn workers of the potential for injury resulting from the dangerous condition encountered by **NICHOLAS CULPEPPER**; and
- H) Other acts of negligence to be established through the course of discovery and to be shown at the trial of this matter.

5.

The live electrical line encountered by plaintiff amounts to negligence and the creation of a hazardous condition caused by the fault of the defendant, **CHANDLER ELECTRICAL SERVICES, LLC**.

6.

As a result of the incident sued on herein, plaintiff, **NICHOLAS CULPEPPER**, suffered severe and permanent injuries, including but not limited to, fractures to his lumbar spine and pelvis, resulting in the need for very painful and invasive surgical procedures, including but not limited to, a two level lumbar fusion and laminectomy, which injuries have caused and will cause plaintiff residual disability, past and future pain and suffering, past and future mental anguish and distress, past and future loss of enjoyment of life, past and future medical expenses, and loss of past and future earnings or income earning capacity.

7.

Plaintiff accordingly avers entitlement to recover from defendants damages as may be reasonable in the premises, in accordance with the law and the evidence.

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WHEREFORE, plaintiff prays that after due proceedings are had, there be judgment in favor of plaintiff, **NICHOLAS CULPEPPER**, and against defendants, **CHANDLER ELECTRICAL SERVICES, LLC** and **JOHN DOE**, *in solido*, for all compensatory damages afforded by law and the evidence, granting plaintiff legal interest on all sums awarded from date of judicial demand until paid, and casting defendants, **CHANDLER ELECTRICAL SERVICES, LLC** and **JOHN DOE**, with all costs of these proceedings, including legal interest thereon.

Respectfully submitted:

SAUNDERS & CHABERT

HENRI M. SAUNDERS, LSBA NO. 25236
SCOTTY E. CHABERT, JR., LSBA NO. 30434
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PLEASE SERVE:

CHANDLER ELECTRICAL SERVICES, LLC
Through its Registered Agent
Herman Chandler
6703 Donnybrook Avenue
Greenwell Springs, Louisiana 70793

NON-CERTIFIED COPY

Agreement to Provide Temporary Vocational Workers

CENIKOR Foundation, with its principal office located at 2414 Bunker Hill Dr.
Baton Rouge, LA 70808 ("CENIKOR"), and Chandler Services, LLC, with its principal office
located at 3422 Woodcrest Dr. Baton Rouge, LA 70814 ("CUSTOMER") agree to the terms
and conditions set forth in this Staffing Agreement (the "Agreement").

CENIKOR's Duties and Responsibilities

1. CENIKOR will

- a. Recruit, screen, interview, and assign its temporary vocational workers ("Vocational Workers") to perform the type of work/pre-employment training ("Services") described on Exhibit A under CUSTOMER's supervision at the locations specified on Exhibit A;
- b. Provide workers' compensation insurance; and handle workers' compensation claims involving Vocational Workers;
- c. Require Vocational Workers to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CUSTOMER; and
- d. Require Vocational Workers to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CUSTOMER.
- e. Ensure that Vocational Workers will perform task in a professional manner according to standard and reasonable practices or, at the request of the CUSTOMER; CENIKOR will replace the Vocational Worker(s) assigned to the task. Any complaints or disputes regarding dissatisfaction with any Vocational Worker placed with the CUSTOMER must be communicated to the Vocational Services Manager within 24-48 hours of the event or incident leading to the CUSTOMER dissatisfaction or else, is waived.

CUSTOMER's Duties and Responsibilities

2. CUSTOMER will

- a. Properly supervise Vocational Workers performing its services and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Vocational Workers to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without CENIKOR's express prior written approval or as strictly required by the job description provided to CENIKOR;
- c. Provide Vocational Workers with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Vocational Workers' job duties without CENIKOR's approval; and
- e. Exclude Vocational Workers from CUSTOMER's benefit plans, policies, and practices, and not make any offer or promise relating to Vocational Workers' compensation or benefits.
- f. Acknowledge and agree to abide by the following specifications for the placement of Vocational Workers for vocational enhancement with CUSTOMER and agrees to assist with the development of the Vocational Workers skills and work ethics. This shall consist of rehabilitation and vocational enhancement work to be performed individually on a temporary basis and shall be designed to develop and enhance skill levels of the Vocational Workers. This may involve, but not limited to, maintenance, general and skilled labor or production for the CUSTOMER. The CUSTOMER acknowledges that work performed by Vocational Workers is part of their therapeutic recovery program and therefore opportunity for the development of new skills and refining of existing ones

Agreement To Provide Temporary Vocational Workers - 1



is highly encouraged. Effort will be made to communicate to CUSTOMER expected completion time of Vocational Worker's treatment program.

- g. Acknowledges that it is in the Vocational Workers best interest to complete treatment.
- h. Agree not to hire as a permanent or temporary employee any current primary phase Vocational Worker as it may jeopardize the Vocational Workers treatment program.
- i. Acknowledge that at least two Vocational Workers must be on the CUSTOMER's job site at all times. One Vocational Worker may not be taken to another site leaving less than two without prior approval from the Vocational Services Manager.
- j. Acknowledge that if any of these conditions is not met, this agreement may be terminated without notice and all Vocational Workers may be removed from the CUSTOMER's job site.

Worksite Safety

- 3. CENIKOR is responsible to:
 - a. Recruit, screen, interview, and assign Vocational Workers to work under CUSTOMER's supervision based upon the employment qualifications and job descriptions provided by CUSTOMER;
 - b. Provide basic, non-site specific, safety training to Vocational Workers;
 - c. Verify that Vocational Workers have been provided site specific safety training by CUSTOMER;
 - d. Provide CUSTOMER with a list of each Vocational Worker's specific training and competencies;
 - e. Immediately notify CUSTOMER should CENIKOR become aware of any injury or illness to an Vocational Worker or any hazard or safety issues at the work site where the Vocational Worker is assigned to work;
 - f. Cooperate with CUSTOMER in any investigation of a Vocational Worker's reported injury or illness to the fullest extent possible.
- 4. CUSTOMER is responsible to:
 - a. Properly supervise Vocational Workers performing its services;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Vocational Workers to operate any vehicle or mobile equipment without CENIKOR's express prior written approval or as strictly required by the job description provided to CENIKOR;
 - c. Provide Vocational Workers with a safe work site in compliance with OSHA regulations and any other applicable state and/or federal safety laws and regulations;
 - d. Provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which Vocational Workers may be exposed at the work site including, but not limited to, conditions such as:
 - Confined or enclosed spaces (hazardous atmospheres)
 - Contaminated soil conditions (hazardous atmospheres)
 - Unsanitary conditions (poor housekeeping, poorly kept toilet facilities, etc.)
 - Presence of hazardous materials (dangerous coatings on structures / metal containing alloys, concrete & silica)
 - The use of hazardous chemicals (gases, solvents & glues)
 - The presence of residues left by degreasing agents, usually chlorinated hydrocarbons (chloroform and carbon tetrachloride)
 - Older buildings and structures; unoccupied dwellings (fungi/mold, asbestos & lead)
 - Extreme temperatures (hot & cold environments)
 - Radiological exposures (nuclear power plants, antennas, hospitals, laboratories and

- the sun)
- Loud noise (use of tools and equipment)
- Hot work (welding and cutting)
- The presence of plant and/or animal wildlife (poisonous venom, feces, rabies, etc.)
- e. Notify CENIKOR in writing the date that the Vocational Worker has been provided site-specific safety orientation and training and specify the type of safety orientation and training that was provided;
- f. Not change Vocational Workers' job duties without CENIKOR's express prior written approval;
- g. Establish a method for Vocational Workers to report work-related injuries and/or illnesses promptly and instruct each Vocational Worker how to report work-related injuries and/or illnesses;
- h. Immediately notify CENIKOR should CUSTOMER become aware of any injury or illness reported by an Vocational Worker;
- i. Take primary responsibility for investigating and reporting any injury or illness reported by an Vocational Worker;
- j. Maintain all Vocational Workers injury and illness records and submit same as required by OSHA and other state or federal regulations; and
- k. Make all injury and illness records available upon the request of a Vocational Worker or a Vocational Worker's representative.

Payment Terms, Credit Terms, Bill Rates, and Fees

4. CUSTOMER will pay CENIKOR for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Overtime charges will apply after forty (40) hours per week per Vocational Worker and will be calculated at one and one half times the rate set forth on Exhibit A. Calculations are based on a Monday through Sunday workweek.
5. CENIKOR will invoice CUSTOMER for services provided under this Agreement on a weekly basis. Payment is due net 30-days from the date of invoice. The CUSTOMER agrees to pay interest on all past due balances, at a rate of 1 ½% per month, beginning with the first day following the expiration of twenty days after the invoice is due, but not to exceed the highest amount allowed by law. All payments by CUSTOMER may be applied against open invoices at the sole discretion of CENIKOR. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Vocational Workers. CUSTOMER's signature or other agreed method of approval of the work time submitted for Vocational Workers certifies that the documented hours are correct and authorizes CENIKOR to bill CUSTOMER for those hours. If a portion of any invoice is disputed, CUSTOMER will pay the undisputed portion.
6. There will be a four-hour-per-vocational worker minimum charge any day a Vocational Worker leaves the job site at the request of the CUSTOMER. A one-hour, before start time, notice must be given in the event the work to be performed by the Vocational Worker is cancelled. In the event a cancellation notice is not given by the CUSTOMER, a four-hour-per-vocational worker minimum charge will be applied. Notice may be given anytime by phone, voicemail or email to the Vocational Services Manager or to the manager-on-duty at CENIKOR's facility.
7. Vocational Workers are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. CENIKOR will charge CUSTOMER special rates for premium work time only when a Vocational Worker's work on assignment to CUSTOMER, viewed by itself, would legally require premium pay and CUSTOMER has authorized, directed, or allowed the Vocational Worker to work such premium work time. CUSTOMER's special billing rate for premium hours will be the same multiple of the regular billing rate as CENIKOR is required to apply to the Vocational Worker's regular

pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CUSTOMER will be billed at 150% of the regular bill rate.)

8. In the event CUSTOMER hires a Vocational Worker, that does not complete CENIKOR treatment, CUSTOMER agrees to pay to CENIKOR a fee based on the number of hours for the Vocational Worker being hired that the CUSTOMER has been billed and paid to CENIKOR:

<u>Vocational Worker Hours paid by CUSTOMER</u>	<u>Termination Fee</u>
0-350	\$3,000
351-700	\$2,000
701-1,050	\$1,000
>1,050	\$0

In the event CUSTOMER hires a Vocational Worker, upon completed transition from the first phase to the re-entry phase of treatment, the fee will be waived.

6
month

9. If the CUSTOMER or its related entity knowingly hires a former Vocational Worker any time during the ~~12~~ 6 month period following the end of the placement by CENIKOR at CUSTOMER's business (other than immediately following Vocational Workers treatment), a placement fee of \$2,000 will be immediately due and payable by the CUSTOMER to CENIKOR.

10. For any job requiring travel of more than 50 miles per day, an added charge of \$1 per mile for every mile over 50 will be assessed. If the CUSTOMER uses a CENIKOR vehicle during the work shift for their business purposes, there will be a \$35.00 per day vehicle usage fee.

11. In addition to the bill rates specified in Exhibit A of this Agreement, CUSTOMER will pay CENIKOR the amount of all new or increased labor costs associated with CUSTOMER's Vocational Workers that CENIKOR is legally required to pay—such as wages, benefits, payroll taxes, ACA fees, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

12. Checks in payment for Services that are not honored by the bank upon which drawn may be subject to such charges as may be assessed in connection therewith under the laws of the State of Texas or, in the sole discretion of CENIKOR's bank. If CENIKOR's bank should charge a fee as independent consideration for the additional work required, the fee shall be passed on by CENIKOR to CUSTOMER for payment. The parties agree that this fee is not to be deemed and is not interest for the purposes of determining usury.

13. In the event CUSTOMER's account should be past due, CENIKOR may engage a collection agency and/or attorneys to collect the account. In such event, CUSTOMER agrees to pay CENIKOR for any and all attorneys' fees, court costs, litigation expenses and collection agency fees that CENIKOR incurs for the collection of the account. Such fees and expenses are separate and apart from its liability for the account balance and accrued interest. All such fees and costs will be immediately due and payable to CENIKOR. CENIKOR and CUSTOMER agree that all such fees or costs are supported by independent consideration provided by CENIKOR in the form of, among other things, the additional effort required for CENIKOR to collect the payments due and the fees and costs advanced by CENIKOR to a collection agency and/or attorneys. The parties agree that all such charges are not interest.

14. WAIVER OF JURY TRIAL: CUSTOMER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS VOCATIONAL SERVICES AGREEMENT, CREDIT APPLICATION AND ACCOUNT AGREEMENT, CUSTOMER'S OPEN ACCOUNT WITH CENIKOR OR THE RELATIONSHIP OF THE CUSTOMER AND CENIKOR, BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO

DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW, OR ANY APPLICABLE STATUTE OR REGULATION. CUSTOMER AND CENIKOR HEREBY ACKNOWLEDGE THAT EACH IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

15. The extension by CENIKOR of credit availability to the CUSTOMER and the amount and the terms of such credit availability are in the sole, absolute and exclusive discretion of CENIKOR. CENIKOR reserves the right to terminate the extension of credit availability to the CUSTOMER at any time with or without notice and to change any of the terms and conditions thereof upon notice to the CUSTOMER.

16. You are considered a subcontractor which will require you to carry insurance and be liable for any damages arising from misconduct or gross negligence carried out by your workers. You'll have to be liable for them and indemnify us from acts outside our direction. Insurance would take care of most of that. Additionally a certificate of insurance with 1 Million limits on GL, WC, & Auto shall be in effect during our entire agreement period and Chandler Services LLC shall be listed as additional insured along with a waiver of subrogation shall be provided.

Confidential Information

17. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CUSTOMER's confidential information will be imputed to CENIKOR as a result of Vocational Workers' access to such information.

Cooperation

18. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Vocational Workers.

Indemnification and Limitation of Liability

19. To the extent permitted by law, CENIKOR will defend, indemnify, and hold CUSTOMER and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CENIKOR's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of CENIKOR or CENIKOR's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
20. To the extent permitted by law, CUSTOMER will defend, indemnify, and hold CENIKOR and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CUSTOMER's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CUSTOMER or CUSTOMER's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
21. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or

otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

22. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 30 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

23. The provisions in paragraphs 19 through 23 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

24. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

25. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

26. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

27. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

28. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

29. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

30. CUSTOMER will not transfer or assign this Agreement without CENIKOR's written consent.

31. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

32. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

33. This Agreement will be for a term of 1 year from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Chandler Services LLC

CUSTOMER



Signature

Seth Chandler

Printed Name

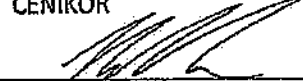
Principle

Title

06/11/2018

Date

CENIKOR



Signature

Matt Kuhlman

Printed Name

VP/CFO

Title

6/13/18

Date

**Exhibit A
Rate Schedule**

Job Title or Description	Shift	Location	Hourly Bill Rate
General Labor	1st	Baton Rouge	\$13.00
Skilled Labor	1st	Baton Rouge	\$15.00

Chandler Services LLC

CUSTOMER



Signature

Seth Chandler

Printed Name

Principle

Title

06/11/2018

Date

CENIKOR FOUNDATION



Signature

Matt Kuhlman

Printed Name

VP/CFO

Title

6/13/18

Date

Cenikor Foundation

2414 Bunker Hill Dr.
Baton Rouge, LA 70808

OFFICE: (225) 218-1960 Fax: (225) 218-1969
Patrick Odom Cell: (469) 450-0083
EMAIL: podom@cenikor.org

Crew Leader
Marlon W

Customer: Chandler Electric
Address: _____
Contact Name: _____

Date of Service: 7/30 - 8/3
Job Site: Istookma
Contact Number: _____

Vocational Services Weekly Time Sheet

Employee Name	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Total Hrs.	Regular Hrs.	Overtime Hrs.
1 Marlon W	8.5	7.5	8.5	8	8.5	8.5		49.5	40	9.5 (6.5)
2 Nick C	8.5	7.5	8.5	6	0	0		30.5	30.5	0
3 Ernie M					8.5	8.5		17	17	0
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18 Daily Totals:	17	15	17	14	17	17		97	87.5	9.5
Supervisor Initials:								Total Hours	Regular Hours	Overtime Hours

Supervisor Signature: _____

Date: 8/14/18

